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RECORDATION NO. 23296-J FILED

MAY 03 '01 2:09 PM

SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER  
OF COUNSEL  
(202) 466-6532

lgitomer@bjllp.com

May 3, 2001

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Assignment of Memorandum of Lease Agreement, a secondary document, dated as of April 26, 2001. The primary document to which this is connected is recorded under Recordation No. 23296. We request that one copy of this document be recorded under Recordation No. 23296-J.

The names and addresses of the parties to the Assignment of Memorandum of Lease Agreement are:

Assignor:

LaSalle National Leasing Corporation  
One West Pennsylvania Avenue, Suite 1000  
Towson, MD 21204

Assignee:

The Fifth Third Leasing Corporation  
511 Walnut  
Cincinnati, OH 45202

A description of the equipment covered by the Assignment of Memorandum of Lease Agreement consists of 45 286,000 pound 6,221 cubic feet specialty covered hopper cars numbered FPAX 200266, 200280-200283, inclusive, 200285, 200288, 200289, 200291, 200293, 200295-200305, inclusive, 200307-200310, inclusive, 200313, 201429-201431, inclusive, 201434-201436, inclusive, 201438-201440, inclusive, 201443, and 201445-201453, inclusive.

BALL JANIK LLP

Honorable Vernon A. Williams

May 3, 2001

Page 2

A fee of \$ 28.00 is enclosed. Please return one original to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the document to appear in the index follows: an Assignment of Memorandum of Lease Agreement between LaSalle National Leasing Corporation, One West Pennsylvania Avenue, Suite 1000, Towson, MD 21204, and The Fifth Third Leasing Company, 511 Walnut, Cincinnati, OH 45202, covering 45 286,000 pound 6,221 cubic feet specialty covered hopper cars numbered FPAX 200266, 200280-200283, inclusive, 200285, 200288, 200289, 200291, 200293, 200295-200305, inclusive, 200307-200310, inclusive, 200313, 201429-201431, inclusive, 201434-201436, inclusive, 201438-201440, inclusive, 201443, and 201445-201453, inclusive.

Very Truly Yours,

Louis E. Gitomer

Enclosures

## ASSIGNMENT OF MEMORANDUM OF LEASE AGREEMENT

THIS ASSIGNMENT OF MEMORANDUM OF LEASE AGREEMENT is made and entered into as of April 26, 2001, by and between LASALLE NATIONAL LEASING CORPORATION ("Assignor") and THE FIFTH THIRD LEASING COMPANY ("Assignee").

Assignor and Formosa Plastics Corporation, U.S.A. and Formosa Transrail Corporation (collectively, "Lessee") have heretofore entered into that certain Memorandum of Lease Agreement dated as of March 30, 2001 (the "Memorandum of Lease Agreement") pertaining to the railcars described therein (the "Railcars") leased pursuant to that certain Railcar Master Lease Agreement dated as of September 29, 2000. The Memorandum of Lease Agreement has been filed and recorded as Recordation No. 23296-D with the Surface Transportation Board pursuant to 49 U.S.C.11301 and 49 CFR 1177 on March 30, 2001, at 9:12 a.m. and with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on March 30, 2001 at 10:18 a.m.

Concurrently herewith, Assignor has assigned to Assignee all right, title and interest of Assignor in and to the Railcars and in and to the Lease solely to the extent relating thereto; and the parties desire to effect the assignment of the rights of Assignor under the Memorandum of Lease Agreement.

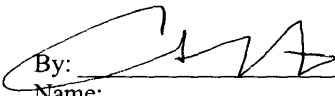
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest of Assignor in, to and under the Memorandum of Lease Agreement; and Assignee accepts such assignment.

This Assignment of Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one Assignment of Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Assignment of Memorandum of Lease Agreement to be executed as of the date first above written.

LASALLE NATIONAL LEASING  
CORPORATION

RECORDATION NO. 23296-J FILED  
MAY 03 '01 12:09 PM  
SURFACE TRANSPORTATION BOARD

By:   
Name: \_\_\_\_\_  
Title: CONSTANCE W. LANCASTER  
1st VICE PRESIDENT

THE FIFTH THIRD LEASING COMPANY

By:   
Name: \_\_\_\_\_  
Title: EDWARD McELVEE  
Vice President

STATE OF MARYLAND )  
 ) ss.  
COUNTY OF Baltimore )

On this 26<sup>th</sup> day of April, 2001 before me appeared Constance W Lancaster, the person who signed this instrument, who acknowledged that (s)he is the First Vice President of LASALLE NATIONAL LEASING CORPORATION and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

[Seal] REGINA M. MCMANUS  
NOTARY PUBLIC  
BALTIMORE COUNTY

Reynolds M. McMas  
Notary Public

My commission expires:

10/1/04

STATE OF CAHO )  
COUNTY OF Hamm, 170, v ) ss.

On this 26 day of April, 2001 before me appeared Emilio McElver  
the person who signed this instrument, who acknowledged that he is the VP  
of THE FIFTH THIRD LEASING COMPANY and that, being duly authorized, he signed  
such instrument as a free act on behalf of said corporation.

[Seal]

  
Notary Public

My commission expires:

**THOMAS J. MERKLE**  
Notary Public, State of Ohio  
My Commission Expires Dec. 16, 2001